Right of Municipal Officer to Collect on Assigned Contract.—The Supreme Court of Arkansas, in People's Saving Bank *v.* Big Rock Stone & Construction Co., 99 Southwestern Reporter, 836, takes the position that a bank of which the mayor of a city is a stockholder and president cannot collect on an assigned claim for work done under a contract with the city, where the work was not approved when the assignment to the bank was made, and the officers of the city are by statute prohibited from being interested in contracts with the city.

Shipowner's Liability for Violating Regulations in Carrying Refugees.—A case of particular "human" interest is that of The Charles Nelson, 149 Federal Reporter, 146, recently decided by the United States District Court for the Northern District of Washington. In this case it appeared that a vessel leaving San Francisco at the time of the earthquake had, without any fault of the officers thereof, taken on board more than the legal number of passengers allowed. Libel was filed against the vessel to recover the statutory penalty, but the court dismissed the libel, using the following language: "It is the opinion of the court, however, that the extraordinary conditions existing at San Francisco when the voyage was undertaken justify and require the exercise of judicial discretion, and that according to principles of equity the libellants are not entitled to prevail. * * * It is p'ainly apparent that the desire of libellants to get away from San Francisco was too strong to admit of any questioning of the sufficiency of the accommodations afforded by the Charles Nelson before going aboard of her, and their demands are as ungracious as would be the case if they had been castaways and were suing the rescuing ship which had brought them away from a desolate shore."

Defamation—Printing Report of Ghost Haunting Premises.—The reckless publication of a report as to premises being haunted by a ghost raises a presumption of malice sufficient to support an action for damages for depreciation in the value of the property, loss and rent and expenses incurred in consequence of such publication. Barrett *v.* Associated Newspapers, 23 Times L. R. 666, distinguished in Manitoba Free Press Co. *v.* Nagy.

Validity of Building Ordinance Relating to Gas Reservoirs.—In State *v.* Withnell, 110 Northwestern Reporter, 680, it was contended that an ordinance requiring the written consent of all the property owners within a radius of one thousand feet, before a gas reservoir could be erected, was unconstitutional, because it was or might become prohibitory on account of the difficulty or impossibility of procuring unanimous consent of all the property owners in any locality, and because it assumed to confer on individual property owners within

the prescribed radii absolute and arbitrary powers, the exercise of which was dependent solely upon caprice, and which had no necessary connection with public safety, health, or morals, and was of such a nature that the governing body itself could not safely or lawfully be entrusted with them. The Nebraska Supreme Court, in deciding the case, adopted the above arguments, and held the act unconstitutional as an unlawful delegation of power.

Insurance Rebates.—Though the giving of rebates by life insurance companies is prohibited by law, an insurance contract procured by the giving of such rebates is neither illegal nor invalid so as to authorize the insured to recover the premiums paid on such contract. Such is the decision of the Wisconsin Supreme Court in Laun *v.* Pacific Mutual Life Insurance Company, 111 Northwestern Reporter, 660.

Right to Sell Artesian Water.—The Supreme Court of Colorado, in City of La Junta *v.* Heath, 88 Pacific Reporter, 459, held an ordinance requiring persons peddling artesian water to obtain a permit and to pay a license tax to be void, as interfering with the right to pursue a lawful calling. The court said that the business of selling water was a lawful occupation and distinguishable from the business of selling liquor, where the character of the person applying for the privilege became a proper subject of inquiry. Granting the right to a city to make the proper health regulations relative to its water supply, the court held that the ordinance in question was not enacted for that purpose.

Anomalous Indorsement of Note.—In Kistner *v.* Peters, 79 Northeastern Reporter, 311, the Supreme Court of Illinois passes upon the construction to be put on an anomalous indorsement of a promissory note. The payee had placed on the back of the note, above her name, the following indorsement: "I hereby acknowledge myself a principal maker of this note, with E. N. R., and my liability as such principal jointly with him." But the court held her liability to be that of an indorser, and not a maker. In the course if its discussion of the case the court said that it was undoubtedly true that it made no difference as to the position in which the names appeared on the note, but the liability incurred was to be determined by the intent of the parties; that a note payable to one's self is void until assigned, and it could not be believed that the payee meant to nullify the instrument by her indorsement.

Duty of Carrier to Maintain Service According to Schedule.—The New York Supreme Court, in Gerrardy *v.* Louisville & N. R. Co., 102 N. Y. Supplement, 548, holds that a musician, who boards a train two hours late and arrives at his destination two hours and twenty min-